

City of Tucson Contract # 0290-94
A. G. Contract No. KR94 0497TRN
ECS File No.: JPA 94-48
Project: H3670 07C
Section: I-10, I-10B, SR-19B
SR-77 and SR-86

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON

THIS AGREEMENT is entered into 1 June, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF TUCSON, acting by and through its MAYOR and CITY
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. To comply with the Americans with Disabilities Act of
1990, the State provides funds to local governments to
construct or contract improvements on sidewalks along State
highways which will provide improved handicapped access to
pedestrian facilities, or remove barriers which may impede the
disabled. The City has requested funds to construct such
improvements on I-10, I-10B, SR-19B, SR-77 and SR-86 in the
City, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>18607</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>06/01/94</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky Greenwald</u>

II. SCOPE OF WORK

1. The State will:

a. Provide the City with State standard Project design plans. Review standard design exceptions and provide comments as appropriate.

b. Within thirty (30) days after receipt and approval of an invoice, advance the City \$196,000.00, or reimburse the City for the reasonable direct actual cost of the Project, in a total amount not to exceed \$196,000.00.

2. The City will:

a. Provide the State with standard design exceptions for review and comment. Incorporate State review comments. Be responsible for design and construction of the Project.

b. Construct the Project with its own forces, or, call for bids and award one or more construction contract(s) for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation. Insure required State construction permits are obtained, and as applicable, comply with State procurement laws. Notify the State upon completion.

c. Upon completion, approve and accept the Project as complete and provide maintenance.

d. Invoice the State for the reasonable direct actual cost of the Project, or in an amount not to exceed \$196,000.00.

III. MISCELLANEOUS PROVISIONS

1. The primary interest of the Department of Transportation in the Project is to convey funds for the use and benefit of the City by reason of state and federal law under which funds for the Project are authorized to be expended.

2. The City agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the City of any of the provisions of this agreement.

3. Should the Project not be completed or be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract or commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Tucson
City Manager
Box 27210
Tucson, AZ 85726-7210

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF TUCSON

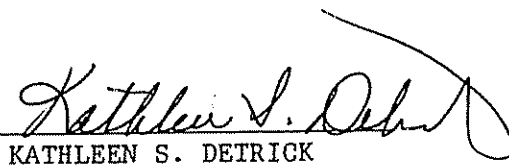
STATE OF ARIZONA

Department of Transportation

By 
GEORGE MILLER
Mayor

By 
PETER L. ENO
Contract Administrator

ATTEST

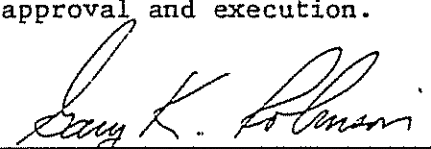
By 
KATHLEEN S. DETRICK
City Clerk

RESOLUTION

BE IT RESOLVED on this 7th day of March 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for the construction of 196 wheelchair ramps on I-10, I-10B, I-19B, SR-77 and SR-86 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

for.


LARRY S. BONINE
Director

ADOPTED BY THE
MAYOR AND COUNCIL

MAY 16 1994

RESOLUTION NO. 16596

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION TO PROVIDE FOR IMPROVED ACCESS FOR THE DISABLED ALONG VARIOUS STATE ROUTES.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the State of Arizona Department of Transportation to provide for improved access for the disabled along various state routes attached hereto, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Intergovernmental Agreement for and on behalf of the City of Tucson and the City Clerk is authorized and directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

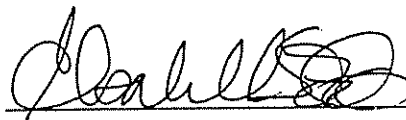
SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

JPA 94-48

APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 28 day of April, 1994.

A handwritten signature in dark ink, appearing to read "Charles", is written over a horizontal line.

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-0497-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 25th day of May, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G